

ANALYTICAL & CONTROL
INSTRUMENTS

TELEPHONE: UNIVERSITY 420 - CABLE: BAIRD CO Cambridge, Massachusetts, U.S.A.

TERMS: NET 30 DAYS

YOUR ORDER

YOUR ORDER

STATINTL

SHIP TO

DPD - 0173-64
COPY 1 OF 2

SELLER REPRESENTS THAT WITH RESPECT TO THE PRODUCTS AND/OR THE ARTICLES AND/OR THE PERFORMANCE OF THE SERVICES COVERED BY THIS INVOICE, SELLER HAS NO KNOWLEDGE OF ANY VIOLATION OF THE PATENT RIGHTS OF ANY OTHER PARTY. SELLER'S REPRESENTATION IS NOT AMENDED.

TERMS AND CONDITIONS OF QUOTATION OR SALE

Authority: All sales agreements require approval, acceptance and acknowledgment by Baird-Atomic, Inc., hereinafter called "Baird," and may not be altered in its behalf except in writing signed by an authorized Home Office representative.

Shipment and Passage of Title: Shipment will be made F.O.B. point of origin, unless other F.O.B. point is specified on the face hereof. In the absence of specific shipping instructions, method of shipment will be determined by Baird. In all cases Baird's responsibility (except as stated in its warranty) ceases and risk of loss and title shall pass upon delivery of the material to the carrier, irrespective of methods of shipment and method of payment for shipment.

Delivery: Baird will endeavor to meet delivery schedules, but in no case shall Baird incur any liability, consequential or otherwise, for any delays or failure to deliver as the result of ceasing to manufacture any product, or for any cause beyond its reasonable control, including, without limiting the generality of the foregoing, acts of God, or of the public enemy, acts of the purchaser, labor disputes, accidents, transportation conditions, government actions of any kind, inability to secure adequate material or labor, or any cause similar or dissimilar to the foregoing. Quoted delivery dates are Baird's best estimate, on the basis of current schedules. In no event shall Baird be liable for special or consequential damages resulting from failure to meet requested delivery schedules.

Prices and Terms of Payment:

Prices: All prices are subject to change without notice prior to acceptance of order by Baird. Offers to sell are subject to withdrawal at any time prior to acceptance by purchaser. Terms of Payment: On approved credit accounts, all invoices are due and payable in full 30 days from date of invoices, unless other terms are specified by Baird. In all cases, if shipment is delayed by purchaser, payment shall become due 30 days from the date Baird is prepared to make shipment, or from the date originally scheduled, whichever is later.

Cancellation and Returns: This contract may be cancelled by purchaser only upon payment of reasonable cancellation charges which shall take into account expenses for labor and material costs and overhead and other commitments made by Baird. Filing of a petition in bankruptcy or commencement of any insolvency proceeding pursuant to State law shall be deemed a cancellation by the purchaser.

Returns will be accepted only when approved in advance in writing by an authorized Baird Home Office representative and when so approved will be allowed only in conformity with the approval, which normally will require, among other things, that the return shipment be prepaid and subject to a ten percent handling charge.

Warranty: Except as otherwise agreed in writing Baird warrants, under normal conditions of operation, all parts of the equipment except glassware, and stock components, such as tubes and bulbs, not of its manufacture, against defects of material and workmanship. This warranty shall commence to run from the date of shipment and shall continue for a period of six months unless otherwise specified in Baird's most current catalog for the particular equipment at the date of acceptance of the order or in Baird's written quotation. Baird shall not be liable for damage or destruction of instruments during delivery or caused by other than Baird employees. In any event, liability shall not exceed the cost of replacement of defective parts upon prompt notification of such defect. Save for warranty of title, no other warranties shall be implied.

Patents: The purchaser shall indemnify Baird against all claims of patent infringement with respect to goods manufactured wholly or partially to the purchaser's design or specifications. Save as provided otherwise in research and development contracts for government end use, all proprietary rights in designs, tools, patterns, drawings, information and equipment not furnished by the purchaser are reserved to Baird.

Taxes: The amount of any present or future sales, use or similar taxes, and import or export tariffs applicable to the equipment sold hereunder shall be payable by the purchaser when and as incurred.

The Contract: Unless otherwise agreed in writing the provisions on the face and reverse hereof shall constitute the entire agreement and understanding of the parties and shall not be modified by standard clauses in the customer's purchase order or elsewhere. The purchaser shall not assign this contract or any rights hereunder without written consent of Baird.